# ANNEX A - SAMPLE OF CERTIFICATION

[Office Symbol]

[Date]

# SECTION I LIAISON OFFICER LEGAL STATUS OF CERTIFICATION

As a representative of the Canadian Forces (CF) under the auspices of an Extended Visit Authorization to United States Joint Forces Command, I am subject to the jurisdiction of United States federal, state, and local laws, except as provided by treaty, other specific legal authority, or the terms of any diplomatic immunity which I may have been granted. I understand that my acceptance of the Liaison Officer position does not bestow diplomatic or other special privileges but does confer upon me and my dependents the status conferred upon us by the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA) dated 19 June 1951.

# SECTION II LIAISON OFFICER CONDITIONS OF CERTIFICATION

- (1) Responsibilities: I understand that my activities shall be limited to the representational responsibilities of the Department of National Defence of Canada (DND)/CF and that I am expected to present the views of DND/CF with regard to the issues in which DND/CF and the USJFCOM have a mutual interest. I shall not perform duties that are reserved by law or regulation to an officer or employee of the U.S. Government.
- (2) Costs: I understand that all costs associated with my duties as a Liaison Officer shall be the responsibility of DND/CF, including, but not limited to, travel, office space,

clerical services, quarters, rations, and medical and dental services.

- (3) Extensions and Revalidation: I understand that if DND/CF desire to request an extension or revalidation of my position beyond the original dates for which I am certified, a new visit request shall be submitted not later than 30 days prior to the expiration date of the current Extended Visit Authorization.
- (4) Contact Officer: I understand that when the certification process is completed, a Contact Officer(s) shall be assigned to sponsor me during my visit to United States Joint Forces Command. I further understand that I shall coordinate, through my Contact Officer, all requests for information, visits, and other business which fall under the terms of my certification. I also understand that requests for information which are beyond the terms of my certification shall be made through the Office of the Defense Attaché.
- (5) Other Visits: I understand that visits to facilities for which the purpose does not directly relate to the terms of my certification shall be made through the Office of the Defense Attaché.
- (6) Uniform: I understand that I shall wear my national uniform when conducting business at United States Joint Forces Command or other Department of Defense facilities, unless otherwise directed. I shall comply with DND/CF's service uniform regulations.
- (7) **Duty Hours:** I understand that my duty hours are Monday through Friday, from 0730 to 1730. Should I require access to my work area during non-duty hours, I am required to request permission from the Command Security Officer. I further understand that it is necessary to assign a United States escort officer to me during my non-duty access. Any cost incurred as a result of such non-duty access may be reimbursable to the United States Government.

### (8) Security:

a. I understand that access to U.S. Government information shall be limited to that information determined by my Contact Officer to be necessary to fulfill the functions of a Liaison Officer. I also understand that I may not have unsupervised access to U.S. Government computer systems, unless the information accessible by the computer is releasable to the DND/CF in accordance with applicable U.S. law, regulations and policy.

- b. All information to which I may have access during my certification shall be treated as information provided to the DND/CF in confidence and shall not be further released or disclosed by me to any other person, firm, organization, or government without the prior written authorization of the United States Government.
- c. I shall immediately report to my Contact Officer should I obtain or become knowledgeable of United States Government information for which I am not authorized to have access. I further agree that I shall report to my Contact Officer any incidents of my being offered or provided information that I am not authorized to have.
- d. If required, I shall display a security badge on my outer clothing so that it is clearly visible. The United States Government shall supply this badge.
- (9) Compliance: I have been briefed on, fully understand, and shall comply with the terms and conditions of my certification. Failure to comply may result in termination of my certification. I further understand that the termination of my certification does not preclude further disciplinary action in accordance with any applicable Status of Forces Agreement or other government-to-government agreements.
- (10) **Definitions of Terms:** Terms not defined herein shall have the definitions ascribed to them in the applicable MOU governing my assignment as a Liaison Officer.

# SECTION III LIAISON OFFICER TERMS OF CERTIFICATION

(1)	Contact Officer:				has	been
assic	med	as	mν	Contact	Officer.	

(2) Certification: I am certified to the United States Joint Forces Command in support of the following programs/topics/etc.

CDN LNO to USJFCOM J7 will be expected to conduct liaison duties consistent with the training of Joint forces and the development of Joint force capability.

CDN LNO to USJFCOM J9 will be expected to conduct liaison duties consistent with Joint experimentation and the development of Joint force capability.

(3) Travel: I may visit the following locations under the terms of my certification, with the permission of my Contact Officer: USJFCOM subordinate commands.

# SECTION IV LIAISON OFFICER CERTIFICATION OF IN-BRIEFING

I,			, underst			
that I have	been certifi	ed as a I	Liaison Of	ficer to	United	States
Joint Forces	Command, as	determir	ned by the	Canadian	n Force:	s and
the United S	States Joint	Forces Co	ommand I	further a	acknowle	edge
that I fully	understand	and have	been brie	fed on:	(1) the	legal
status of my	<sup>,</sup> certificati	.on; (2) t	the condit	ions of m	ny	
	n; and (3) t		-	,		Eurther
	that I shall			onditions	s and	
responsibilí	ties of my c	ertificat	cion.			

(SIGNATURE OF LIAISON OFFICER)
(TYPED NAME OF LIAISON OFFICER)
(RANK AND/OR TITLE)
(DATE)
(SIGNATURE OF BRIEFER)
(TYPED NAME)
(LOCATION)

#### ANNEX A - CERTIFICATION

Date FEB 2 6 2003

# SECTION I FOREIGN LIAISON OFFICER LEGAL STATUS OF CERTIFICATION

As a representative of the Canadian Department of National Defence and the Canadian Forces under the auspices of an Extended Visit and FLO assignment Authorization to the U. S. Joint Forces Command, I am subject to the jurisdiction of United States federal, state, and local laws, except as provided by treaty, other specific legal authority, or the terms of any diplomatic immunity which I may have been granted. I understand that my acceptance of the Foreign Liaison Officer position does not bestow diplomatic or other special privileges.

# SECTION II FOREIGN LIAISON OFFICER CONDITIONS OF CERTIFICATION

- (1) Responsibilities: I understand that my activities shall be limited to the representational responsibilities of my government and that I am expected to present the views of my government with regard to the issues which my government and the U.S. Government have a mutual interest. I shall not perform duties that are reserved by law or regulation to an officer or employee of the U.S. Government.
- (2) **Costs**: I understand that all costs associated with my duties as a Foreign Liaison Officer shall be the responsibility of my government, including, but not limited to, travel, office space, clerical services, quarters, rations, and medical and dental services.
- (3) Extensions and Revalidation: I understand that if my government desires to request an extension or revalidation of my position beyond the original dates for which I am certified, a new visit request shall be submitted not later than 30 days prior to the expiration date of the current Extended Visit Authorization.
- (4) Contact Officer: I understand that when the certification process is completed, a Contact Officer(s) shall be assigned to sponsor me during assignment to the U. S. Joint Forces Command. I further understand that I shall coordinate, through my Contact Officer, all requests for information, visits, and other business that fall under the terms of my certification. I also understand that requests for information that are beyond the terms of my certification shall be made through the Canadian Defence Liaison Office (Washington).
- (5) Other Visits: I understand that visits to facilities for which the purpose does not directly relate to the terms of my certification shall be made through the Canadian Defence Liaison Office (Washington).
- (6) Uniform: I understand that I shall wear my national uniform when conducting official business at US Joint Forces Commander other US Department of Defense facilities, unless otherwise directed. I shall comply with my Parent Government's service uniform regulations.

CERTIFIED TO BE ANTRUE COPY:

ÆLÍSSA A. DAINES

Notary

My Commission Expires: 31 Aug 04

(7) Duty Hours: I understand that my duty hours are Monday through Friday, from 0700 to 1830. Should I require access to my work area during non-duty hours, I am required to request permission from the Command Security Officer. I further understand that it is necessary to assign a United States escort officer to me during my non-duty access to other Directorates within US JFCOM other than the Directorate where I normally conduct my official work. Any costs incurred as a result of such non-duty access may be reimbursable to the United States Government.

#### (8) Security:

- a. I understand that access to U.S. Government information shall be limited to that information determined by my Contact Officer to be necessary to fulfill the functions of your assignment as a Foreign Liaison Officer. I also understand that I may not have unsupervised access to U.S. Government computer systems, unless all information accessible by the computer is releasable to my government in accordance with applicable U.S. law, regulations and policy.
- b. All information to which I may have access during my certification shall be treated as information provided to my government in confidence and shall not be further released or disclosed by me to any foreign person, firm, organization, or government without the prior written authorization of the United States Government.
- c. I shall immediately report to my Contact Officer should I obtain or become knowledgeable of United States Government information for which I am not authorized to have access. I further agree that I shall report to my Contact Officer any incidents of my being offered or provided information that I am not authorized to have.
- d. If required, I shall display a security badge on my outer clothing so that it is clearly visible. The United States Government shall supply this badge.
- (9) Compliance: I have been briefed on, fully understand, and shall comply with the terms and conditions of my certification. Failure to comply may result in termination of my certification. I further understand that the termination of my certification does not preclude further disciplinary action in accordance with any applicable Status of Forces Agreement or other government-to-government agreements.
- (10) **Definitions of Terms:** Terms not defined herein shall have the definitions ascribed to them in the applicable Agreement governing my assignment as a Foreign Liaison Officer.

## SECTION III FOREIGN LIAISON OFFICER TERMS OF CERTIFICATION

- (1) Contact Officer: LTC Jim Clark has been assigned as my Contact Officer.
- (2) Certification: I am certified to the U. S. Joint Forces Command in support of the following programs: The Canadian LO will be expected to work in the J7 and J9 Directorates, the Joint Warfighting Experimentation Battle Lab, and the Multinational Concept Development and Experimentation (CDE) Center, in the conduct of training and experimentation efforts of mutual

interest. The Canadian LO may also work in other directorates within U. S. Joint Forces Command as mutually agreeable to both parties.

(3) Travel: I may visit the following locations under the terms of my certification, with the permission of my Contact Officer:

The Pentagon

Components (Army, Air Force, Navy, Marines)

NATO/ACT

National Defense University and other Defense-related establishments

# SECTION IV FOREIGN LIAISON OFFICER CERTIFICATION OF IN-BRIEFING

I, Lieutenant-Colonel John D. Slater, understand and acknowledge that I have been certified as a Foreign Liaison Officer to The U. S. Joint Forces Command, as agreed upon between the Canadian Department of National Defence and the United States Joint Forces Command. I further acknowledge that I fully understand and have been briefed on: (1) the legal status of my certification; (2) the conditions of my certification; and (3) the terms of my certification. I further acknowledge that I shall comply with the conditions and responsibilities of my certification.

(SIGNATURE OF LIAISON OFFICER)

John D. Slater
(TYPED NAME OF LIAISON OFFICER)

Lieutenant-Colonel (RANK AND/OR TITLE)

(DATE)

SIGNATURE OF BRIEFER

}

John W. Kirkland III

ATTPED NAME)

USJFCOM Norfolk, VA (LOCATION)

### ANNEX B - CERTIFICATION

Date MAR 1 3 2003

### SECTION I FOREIGN LIAISON OFFICER LEGAL STATUS OF CERTIFICATION

As a representative of the Canadian Department of National Defence and the Canadian Forces under the auspices of an Extended Visit and FLO assignment Authorization to the U. S. Joint Forces Command, I am subject to the jurisdiction of United States federal, state, and local laws, except as provided by treaty, other specific legal authority, or the terms of any diplomatic immunity which I may have been granted. I understand that my acceptance of the Foreign Liaison Officer position does not bestow diplomatic or other special privileges.

# SECTION II FOREIGN LIAISON OFFICER CONDITIONS OF CERTIFICATION

- (1) Responsibilities: I understand that my activities shall be limited to the representational responsibilities of my government and that I am expected to present the views of my government with regard to the issues which my government and the U.S. Government have a mutual interest. I shall not perform duties that are reserved by law or regulation to an officer or employee of the U.S. Government.
- (2) Costs: I understand that all costs associated with my duties as a Foreign Liaison Officer shall be the responsibility of my government, including, but not limited to, travel, office space, clerical services, quarters, rations, and medical and dental services.
- (3) Extensions and Revalidation: I understand that if my government desires to request an extension or revalidation of my position beyond the original dates for which I am certified, a new visit request shall be submitted not later than 30 days prior to the expiration date of the current Extended Visit Authorization.
- (4) Contact Officer: I understand that when the certification process is completed, a Contact Officer(s) shall be assigned to sponsor me during assignment to the U. S. Joint Forces Command. I further understand that I shall coordinate, through my Contact Officer, all requests for information, visits, and other business that fall under the terms of my certification. I also understand that requests for information that are beyond the terms of my certification shall be made through the Canadian Defence Liaison Office (Washington).
- (5) Other Visits: I understand that visits to facilities for which the purpose does not directly relate to the terms of my certification shall be made through the Canadian Defence Liaison Office (Washington).
- (6) Uniform: I understand that I shall wear my national uniform when conducting official business at US Joint Forces Commander other US Department of Defense facilities, unless otherwise directed. I shall comply with my Parent Government's service uniform regulations.

CERTATIED TO BE A TRUE COPY:

MELISSA A. DAINES

Notary

My Commission Expires: 31 Aug 04

(7) Duty Hours: I understand that my duty hours are Monday through Friday, from 0700 to 1830. Should I require access to my work area during non-duty hours, I am required to request permission from the Command Security Officer. I further understand that it is necessary to assign a United States escort officer to me during my non-duty access to other Directorates within US JFCOM other than the Directorate where I normally conduct my official work. Any costs incurred as a result of such non-duty access may be reimbursable to the United States Government.

#### (8) Security:

- a. I understand that access to U.S. Government information shall be limited to that information determined by my Contact Officer to be necessary to fulfill the functions of your assignment as a Foreign Liaison Officer. I also understand that I may not have unsupervised access to U.S. Government computer systems, unless all information accessible by the computer is releasable to my government in accordance with applicable U.S. law, regulations and policy.
- b. All information to which I may have access during my certification shall be treated as information provided to my government in confidence and shall not be further released or disclosed by me to any foreign person, firm, organization, or government without the prior written authorization of the United States Government.
- c. I shall immediately report to my Contact Officer should I obtain or become knowledgeable of United States Government information for which I am not authorized to have access. I further agree that I shall report to my Contact Officer any incidents of my being offered or provided information that I am not authorized to have.
- d. If required, I shall display a security badge on my outer clothing so that it is clearly visible. The United States Government shall supply this badge.
- (9) Compliance: I have been briefed on, fully understand, and shall comply with the terms and conditions of my certification. Failure to comply may result in termination of my certification. I further understand that the termination of my certification does not preclude further disciplinary action in accordance with any applicable Status of Forces Agreement or other government-to-government agreements.
- (10) **Definitions of Terms**: Terms not defined herein shall have the definitions ascribed to them in the applicable Agreement governing my assignment as a Foreign Liaison Officer.

### SECTION III FOREIGN LIAISON OFFICER TERMS OF CERTIFICATION

- (1) Contact Officer: Major Nathan Cook has been assigned as my Contact Officer.
- (2) **Certification**: I am certified to the U. S. Joint Forces Command in support of the following programs: The Canadian LO will be expected to work in the J9 Directorate, the Joint Warfighting Experimentation Battle Lab, and the Multinational Concept Development and Experimentation (CDE) Center, in

the conduct of experimentation efforts of mutual interest. The Canadian LO may also work in other directorates within U. S. Joint Forces Command as mutually agreeable to both parties.

(3) **Travel**: I may visit the following locations under the terms of my certification, with the permission of my Contact Officer:

The Pentagon

Components (Army, Air Force, Navy, Marines)

NATO/ACT

National Defense University and other Defense-related establishments

# SECTION IV FOREIGN LIAISON OFFICER CERTIFICATION OF IN-BRIEFING

I, Lieutenant-Colonel Tony Battista, understand and acknowledge that I have been certified as a Foreign Liaison Officer to The U. S. Joint Forces Command, as agreed upon between the Canadian Department of National Defence and the United States Joint Forces Command. I further acknowledge that I fully understand and have been briefed on: (1) the legal status of my certification; (2) the conditions of my certification; and (3) the terms of my certification. I further acknowledge that I shall comply with the conditions and responsibilities of my certification.

(SIGNATURE OF LIAISON OFFICER)

Tony Battista
(TYPED NAME OF LIAISON OFFICER)

Lieutenant-Colonel (RANK AND/OR TITLE)

1///

(DAID)

(SIGNATURE OF BRIEFER)

John W. Kirkland III

(TYPED NAME)

USJECOM Norfolk VA.